

Sample ENROLLMENT AGREEMENT

ABC Sample School
 123 Main Street, Anywhere, CO 81234
 (303) 123-4567

**Approved and Regulated by the Colorado Department of Higher Education,
 Private Occupational School Board**

General Information

Date_____

Student's Name_____ Address_____

Street City State Zip

Home Phone_____ Bus. Phone_____

Program/Stand Alone Course

Program/Course_____ Full-Time_____ Part-Time_____

Start Date_____ Estimated Completion_____ Days_____ Evenings_____

Type of Instruction

Classroom_____ (If applicable) Distance Education: Correspondence_____ On-line_____

Tuition & Fees

Tuition \$_____

Registration Fee \$_____ (if applicable)

Books/Supplies/Equipment \$_____

(Non-refundable)

Total Cost of Program \$_____

Method of Payment (cash/check #/credit card)**Schedule of Payments**

Deposit \$_____ Date_____ BALANCE DUE \$_____

Date Due_____	\$_____	Recd_____	Date Due_____	\$_____	Recd_____
Date Due_____	\$_____	Recd_____	Date Due_____	\$_____	Recd_____
Date Due_____	\$_____	Recd_____	Date Due_____	\$_____	Recd_____
Date Due_____	\$_____	Recd_____	Date Due_____	Dates\$_____	\$Recd_____
Date Due_____	\$_____	Recd_____	Date Due_____	\$_____	Recd_____
Date Due_____	\$_____	Recd_____	Date Due_____	Dates\$_____	\$Recd_____

The cost of credit is included in the price quoted for the goods and services.

By signing below, the student agrees to pay *ABC Sample School* ("school") the total stated tuition & fees. The school agrees to provide the occupational training in accordance with the provisions of the school's current Catalog Volume No. _____ Dated _____ ("Catalog"). Payment of all monies due shall be a condition of continuing enrollment. Upon satisfactory completion of all academic and skill requirements and when all financial obligations to the school have been met the school will award the _____ (enter the "Educational Document": Certificate/Diploma, etc.) to the student. The student and school understand that this Enrollment Agreement, WHICH INCLUDES THE REFUND POLICY may not be amended except in writing and signed by both parties.

Postponement of starting date, whether at the request of the school or the student, requires a written agreement signed by the student and the school. The agreement must set forth:

a.) Whether the postponement is for the convenience of the school or student; and,

- b.) A deadline for the new start date, beyond which the start date will not be postponed.

If the course is not commenced, or the student fails to attend by the new start date set forth in the agreement, the student will be entitled to an appropriate refund of prepaid tuition and fees within 30 days of the deadline of the new start date set forth in the agreement, determined in accordance with the school's refund policy and all applicable laws and rules concerning the Private Occupational Education Act of 1981.

Student Complaints

Attempting to resolve any issue with the School first is strongly encouraged. Student Complaints may be brought to the attention of the Division of Private Occupational Schools in writing at <http://highred.colorado.gov/dpos>. There is a two-year statute of limitations for the Division to take action on a student complaint.

Refund Policy

Students not accepted to the school are entitled to all moneys paid. Students who cancel this contract by notifying the school within three (3) business days are entitled to a full refund of all tuition and fees paid. Students who withdraw after three (3) business days, but before commencement of classes, are entitled to a full refund of all tuition and fees paid except the maximum cancellation charge of \$150.00 or 25% of the contract price which ever is less. In the case of students withdrawing after commencement of classes, the school will retain the cancellation charge plus a percentage of tuition and fees, which is based on the percentage of contact hours attended (**if training is offered as distance education: "based on the percentage of number of lessons completed")***) in the Program/Stand Alone Course, as described in the table below. The refund is based on the official date of termination or withdrawal.

Refund Table

Student is entitled to upon withdrawal/termination*	Refund
Within first 10% of program (Lessons 1-2)	90% less cancellation charge
After 10% but within first 25% of program (Lessons 3-5)	75% less cancellation charge
After 25% but within first 50% of program (Lessons 6-10)	50% less cancellation charge
After 50% but within first 75% of program (Lessons 11-15)	25% less cancellation charge
After 75% (Lesson 16) [if paid in full, cancellation charge is not applicable]	NO Refund

*Note to School: References to "Lessons" in this *Sample* are examples of "required" statements to use in your Refund Policy when the program(s) and/or stand alone course(s) are offered via DISTANCE EDUCATION. The school must determine the Number of Lessons applicable for the percentage breakdowns for each distance ed program and/or course offered.

- The student may cancel this contract at any time prior to midnight of the third business day after signing this contract.
- All refunds will be made within 30 days from the date of termination. The official date of termination or withdrawal of a student shall be determined in the following manner:
 - The date on which the school receives notice of the student's intention to discontinue the training program; or
 - The date on which the student violates published school policy, which provides for termination.
 - Should a student fail to return from an excused leave of absence, the effective date of termination for a student on an extended leave of absence or a leave of absence is the earlier of the date the school determines the student is not returning or the day following the expected return date.
- The student will receive a full refund of tuition & fees paid if the school discontinues a course/program within a period of time a student could have reasonably completed it, except that this provision shall not apply in the event the school ceases operation.
- The policy for granting credit for previous training shall not impact the refund policy.

I HAVE RECEIVED A COPY OF THIS ENROLLMENT AGREEMENT AND A CURRENT SCHOOL CATALOG.

Student Signature _____

Date _____

School's Approved In-state Agent _____

Date _____

Please note:

If either of the following condition(s) exists with your school enrollment policy, you are required to add the applicable statement(s) below to your enrollment agreement. Also please be advised, you may need to seek legal counsel in drafting your enrollment agreement.

Disclosure Statement FOR "MORE THAN FOUR INSTALLMENT RULE" - **If payments are an option at the school**, the contract must make a full disclosure of interest rates; APR (annual percentage rate).

Any advertisement to aid, promote or assist directly or indirectly the extension of consumer credit repayable in more than four (4) monthly installments shall, unless a finance charge is imposed, clearly and conspicuously state in accordance with the regulations of the Board:

"THE COST OF CREDIT IS INCLUDED IN THE PRICE QUOTED FOR THE GOODS AND SERVICES."

Holder in Due Course

If the school **contract is being sold to a third party**, the following notice should be included in your enrollment agreement (should be printed in 10-point **bold-face** type).

NOTICE

CONCERNING HOLDERS OF THIS CONTRACT: ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES THAT THE DEBTOR COULD ASSERT AGAINST THE SELLER OF GOODS OR SERVICES OBTAINED PURSUANT HERETO OR WITH THE PROCEEDS HEREOF. RECOVERY HEREUNDER BY THE DEBTOR SHALL NOT EXCEED AMOUNTS PAID BY THE DEBTOR HEREUNDER.